

Katz Randall Weinberg & Richmond  
333 West Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
Attention: Amy K. Kozlowski, Esq.  
KRWR File No. 07056.67000



0020723800

**SPECIAL WARRANTY DEED**

Illinois

*Chicago, IL 60608*

THIS INSTRUMENT, made as of the 12 day of March 2002, between CIPM, L.L.C., an Illinois limited liability company ("Grantor") to and in favor of Highland Park Partners, LLC, a Permitted Transferee \* whose address is 2404 S. Wolcott #34, 35 & 36 ("Grantee") WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/00 DOLLARS and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee and to its successors and assigns FOREVER, all the real estate, situated in the County of Cook and State of Illinois known and described in Exhibit A attached hereto and by this reference made a part hereof ("Property"), together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances;

*920*

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium, aforesaid, and said declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to the matters set forth in Exhibits B and C attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents by its Vice President and Assistant Secretary the day and year first above written.

*\* an Illinois  
Limited Liability  
Company*

CIPM, L.L.C., an Illinois limited liability company

By: **CenterPoint Realty Services Corporation**, an Illinois corporation and its sole member

By: *Fred Reynolds*  
Fred D. Reynolds, Vice President

By: *Michael A. Tortorici*  
Michael A. Tortorici, Assistant Secretary

**BOX 333-CTI**



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STREET ADDRESS: 2404 S. WOLCOTT UNITS 34, 35 AND 36  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-30-208-012 and 17-30-209-015

## LEGAL DESCRIPTION:

### PARCEL 1:

UNIT 34, 35 AND 36 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

### PARCEL A:

LOTS 1 THROUGH 15 BOTH INCLUSIVE, (EXCEPTING THEREFROM THE WEST 65 FEET OF THE SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3 THROUGH 15, BOTH INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THEREFROM THE WEST 100 FEET THEREOF), ALL IN BLOCK 13; AND LOTS 19 TO 34 BOTH INCLUSIVE, AND LOT 35 (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE EAST 30 FEET THEREOF) AND LOT 36 (EXCEPTING THEREFROM THE EAST 80 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

### PARCEL B:

THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL C:

ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS:

LYING WEST OF THE WEST LINE OF LOTS 19 TO 36, BOTH INCLUSIVE, IN BLOCK 12 AFORESAID; LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK 13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF LOT 36 IN BLOCK 12 FROM A POINT WHICH IS 38.89 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36 AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET BEING FURTHER DESCRIBED AS THAT PART OF SOUTH WOLCOTT AVENUE LYING BETWEEN A RIGHT ANGLE LINE DRAWN FROM THE EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.89 FEET SOUTH OF THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE RECORDED OCTOBER 4, 2000 AS DOCUMENT 00778090.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020271499 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE RIGHT TO USE OF U34-A, U35-A AND U36-A, EXCLUSIVE LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020271499.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AGREEMENT RECORDED OCTOBER 19, 1979 AS DOCUMENT 25201753 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, UNDER TRUST NO. 44760, AND EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, OVER THE FOLLOWING DESCRIBED PROPERTY:

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AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17 AND 18 IN BLOCK 13 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS::

NOTE: THE WEST LINE OF AFORESAID LOTS 16, 17 AND 18 IS CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. TAXES FOR 2001 AND 2002, NOT YET DUE OR PAYABLE.
2. ACTS OF GRANTEE OR ANY PARTY ACTING BY, THROUGH OR UNDER GRANTEE.
3. RIGHTS OF THE UNITED STATES, THE STATE OF ILLINOIS, THE PUBLIC, THE CITY OF CHICAGO AND ADJOINING PROPERTY OWNERS TO THE FREE AND UNINTERRUPTED FLOW OF THE WATERS OF THE SOUTH BRANCH OF THE CHICAGO RIVER AND IN AND TO SO MUCH OF LOT 19 IN BLOCK 12 AND LOT 18 IN BLOCK 13 AFORESAID AS MAY BE COVERED BY THE WATERS OF SAID RIVER.
4. RIGHTS OF THE UNITED STATES OF AMERICA AND THE STATE OF ILLINOIS IN AND TO THE SUPERVISION, REGULATION AND CONTROL OF DOCKING PRIVILEGE AND THE USE OF THAT PART OF THE LAND BORDERING ON THE CHICAGO RIVER FOR DOCKING PURPOSES.
5. POSSIBLE UNRECORDED EASEMENT AS NOTED BY THE OVERHEAD ELECTRICAL WIRE ACROSS LOT 36 INTO WOLCOTT AVENUE DEPICTED ON PLAT OF SURVEY 980588 PREPARED BY BOCK AND CLARK'S NATIONAL SURVEYORS NETWORK DATED NOVEMBER 5, 1998 AND LAST REVISED JULY 29, 1999 AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
6. NO FURTHER REMEDIATION LETTER RECORDED OCTOBER 9, 1997 AS DOCUMENT 97752836 BY WEYERHAUSER COMPANY RELATING TO LEVEL OF REMEDIATION AND LAND USE LIMITATIONS AND THE TERMS AND CONDITIONS SET FORTH THEREIN.
7. THE FOLLOWING MATTERS AS SHOWN ON PLAT OF SURVEY NUMBER 2779 PREPARED BY SPACECO INC. DATED FEBRUARY 13, 2002:  
  
ENCROACHMENT OF THE CHAIN LINE FENCE, RETAINING WALL AND ASPHALT PATH BY VARYING DISTANCES.
8. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF A RESTRICTIVE COVENANT RECORDED OCTOBER 4, 2000 AS DOCUMENT 00778090.
9. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND MADE BY AND BETWEEN THE CITY OF CHICAGO, AN ILLINOIS CORPORATION AND CENTERPOINT REALTY SERVICES CORPORATION, AN ILLINOIS CORPORATION DATED SEPTEMBER 26, 2000 AND RECORDED OCTOBER 17, 2000 AS DOCUMENT 00808011.
10. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN CIPM, L.L.C. REDEVELOPMENT AGREEMENT MADE BY AND BETWEEN THE CITY OF CHICAGO, CIPM, L.L.C. AND CENTERPOINT REALTY SERVICES CORPORATION DATED SEPTEMBER 26, 2001 AND RECORDED SEPTEMBER 27, 2001 AS DOCUMENT 0010903752.
11. RIGHTS OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED WOLCOTT AVENUE FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES.
12. CONDITION CONTAINED IN THE ORDINANCE RECORDED AS DOCUMENT 00769573 VACATING WOLCOTT AVENUE, PROVIDING THAT CENTERPOINT REALTY SERVICES CORPORATION

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MAINTAIN AS PRIVATE SEWERS ALL EXISTING SEWERS AND APPURTENANCES THERETO LOCATED ON SAID WOLCOTT AVENUE.

13. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP AMENDED FROM TIME TO TIME; AND LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT.
14. GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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## EXHIBIT C

### RESTRICTIVE COVENANTS

18. Grantee and any subsequent owner of the Property ("Owner") shall pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Owner or the Property or become due and payable, and which create, may create, or appear to create a lien upon the Owner or all or any portion of the Property. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City of Chicago) relating to Owner or the Property including, but not limited to, real estate taxes.

19. Owner has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Owner's covenants to pay any such Governmental Charge.

20. Owner shall use the Property as warehouse and distribution space for the following food-related businesses: wholesale distribution, production and processing; warehouse and storage; cartage, logistics and express; packing and crating; and frozen food stores.

21. These restrictions shall be binding upon Owner and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area (currently through and including June 10, 2021, but in no event later than December 31, 2022) is no longer in effect. Any sale, lease, conveyance, or transfer of title to all or any portion of the Property from and after the date hereof shall be made explicitly subject to the foregoing covenants and restrictions.

Mail to  
Thomas Jeros  
Deverfeld, Paulstein  
33 W Monroe St  
21st floor  
Chgo Ill 60603

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